

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

In Zone Brands, Inc.

<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input checked="" type="checkbox"/> Corporation-State Georgia	
<input type="checkbox"/> Other _____	

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input checked="" type="checkbox"/> Amendment to Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	

Execution Date: **December 30, 2004**

2. Name and address of receiving party(ies)

Name: **PNC Bank, National Association, as agent**Internal Address: **Suite 900**Street Address: **201 South Tryon Street**City: **Charlotte** State: **NC** Zip: **28202**

<input type="checkbox"/> Individual(s) citizenship _____
<input checked="" type="checkbox"/> Association national banking association
<input type="checkbox"/> General Partnership _____
<input type="checkbox"/> Limited Partnership _____
<input type="checkbox"/> Corporation-State _____
<input type="checkbox"/> Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **78/468733**
78/468744 **78/503541**

B. Trademark Registration No.(s) _____

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Steven L. Schaaf, Paralegal**

Internal Address: **Parker, Hudson, Rainer**
& Dobbs LLP

Street Address: **1500 Marquis Two Tower**
285 Peachtree Center Avenue, N.E.

City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: _____

37. Total fee (37 CFR 3.41).....\$ **90.00**

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

502831

DO NOT USE THIS SPACE

9. Signature.

Mitchell M. Purvis
 Name of Person Signing


 Signature

January 11, 2005

Date

Total number of pages including cover sheet, attachments, and document: **8**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$90.00 502831 78468733

700144705

TRADEMARK
 REEL: 003011 FRAME: 0348

December 30, 2004

PNC Bank, National Association, as Agent
201 S. Tryon Street
Suite 900
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated November 27, 2002, by and between In Zone Brands, Inc., a Georgia corporation ("Company"), and Agent (as defined below), as recorded in the United States Patent and Trademark Office ("USPTO") on December 3, 2002, at Reel/Frame number 2630/382, as amended by that certain letter agreement between Company and Agent dated December 30, 2003, recorded in the USPTO on April 6, 2004, at Reel/Frame number 2827/109 (as amended, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Amended and Restated Domestic Revolving Credit, Term Loan, Equipment Loan and Security Agreement dated as of December 30, 2003, by and among PNC Bank, National Association, a national banking association, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Company.

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give prompt notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-2. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-2 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-2 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-2 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral");

PNC Bank, National Association, as Agent
December 30, 2004
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- (a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-2 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");
- (b) the goodwill of Company's business connected with and symbolized by each Trademark; and
- (c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

- (a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;
- (b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;
- (c) that each of the Trademarks listed on Exhibit A-2 attached hereto is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and
- (e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

PNC Bank, National Association, as Agent
December 30, 2004
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This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

IN ZONE BRANDS, INC.

By: *T. J. Leader*
Title: *President*

Accepted and agreed to this
____ day of ~~December~~ January, 2005

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Title: _____

PNC Bank, National Association, as Agent

December 30, 2004

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This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

IN ZONE BRANDS, INC.

By: 

Title: President

Accepted and agreed to this

1 day of ~~December~~ ^{January}, 2005

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 

Title: Vice President

STATE OF Georgia)
COUNTY OF Paulding)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Randy Leeder with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President of In Zone Brands, Inc., a Georgia corporation, the within named bargainor, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal at office in Austell, this 30th day of December, 2004.

[Signature]
Notary Public

My Commission expires April 27, 2007

Notary Public, Paulding County, GA
My Commission Expires April 27, 2007

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be _____ of PNC Bank, National Association, a national banking association, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal at office in _____, this _____ day of January, ~~2004~~ 2005.

Notary Public

My Commission expires _____

STATE OF Georgia)
)
COUNTY OF Paulding)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Randy Leeder with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President of In Zone Brands, Inc., a Georgia corporation, the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal at office in Austell, this 30th day of December, 2004.

[Signature]
Notary Public

My Commission expires April 27, 2007

Notary Public, Paulding County, GA
My Commission Expires April 27, 2007

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Dan Shaw with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be Vice President of PNC Bank, National Association, a national banking association, and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President.

Witness my hand and seal at office in Charlotte, NC, this 7th day of January, ~~2004~~ 2005.

[Signature]
Notary Public

My Commission expires Aug. 22, 2005

TRADEMARK

REEL: 003011 FRAME: 0354

EXHIBIT A-2**UNITED STATES FEDERAL TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUBBATUFF	78/468733	8/17/04
BUBBAFAT	78/468744	8/17/04
THERE'S BIG AND THEN THERE'S BUBBA	78/503541	10/21/04